

BILL NO. S-77-05- 17

SPECIAL ORDINANCE NO. S- 100-77

AN ORDINANCE approving a contract with JOHN DEHNER, INC. for installation of a water main on Adams Center Road.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated April 27, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and John Dehner, Inc. for:

Installation of 1450± feet of sixteen inch (16") water main on Adams Center Road from a point 800± feet north of Moeller Road northward 1450± feet,

for a total cost of \$28,655.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY, _____


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by

Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 1977 at _____ o'clock _____ M., E.S.T.

DATE: 5-10-77

Charles B. Utterman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Moses, and duly adopted, placed on its passage.

PASSED (~~LEAF~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	<u>✓</u>	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-24-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-100-77 on the 24th day of May, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of May, 1977 at the hour of 3:00 o'clock P.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of May, 1977, at the hour of 10:30 o'clock _____ M., E.S.T.

Robert E. Amstrong
MAYOR

Bill No. S-77-05-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for installation of
a water main on Adams Center Road.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

5-24-77 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

07-197-7 4/27/77

AGREEMENT

FOR CONSTRUCTION OF ADAMS CENTER ROAD FEEDER MAIN

BOARD ORDER NO. 124-75

CONTRACT NO. 76-XP-7

WORK ORDER NO. 63321

THIS AGREEMENT, made this 27th day of April, 1977, by and between JOHN DEHNER, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., for excavation, laying and connecting of pipe and fittings, hauling of spoil, backfilling trench to specifications, and restoring work area at the following described locations:

1450± feet of sixteen inch (16") water main on Adams Center Road from a point 800± feet north of Moeller Road northward 1450± feet.

all according to Fort Wayne Water Utility Drawing Y-10511, sheets 1 thru 4, and do everything required by the contractor documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay the Contractor for the performance of the contract the unit price sum of \$28,655.00. In event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Utility upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by the Utility to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract and the contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work, have been fully paid.

ARTICLE 5. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Contract No. 76-XP-7
- B. Contractor's Proposal dated March 9, 1977
- C. Supplemental Specifications for ADAMS CENTER ROAD FEEDER MAIN, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 76-XP-7 and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10511, Sheets 1 through 4.
- D. Water Main Material Standards of the Fort Wayne Water Utility, Engineering Department, dated March 22, 1976, except as modified in the Supplemental Specifications.

ARTICLE 7. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 8. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 9. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN DEHNER, INC.

BY: Gerald Dehner
Gerald Dehner, Vice-President

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong
Robert E. Armstrong, its Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Max G. Scott
Max G. Scott, Attorney

Max G. Scott, Member

Approved by the Common Council of the City of Fort Wayne
on _____ day of _____, 1977

Special Ordinance No. _____

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we John Dehner, Inc.
(Contractor or Developer) as Principal, and the United States Fidelity & Guaranty
(Insurance Company), a corporation organized under the laws of the State of
Maryland (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ 28,655.00,
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by those present. The condition of the
foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for
authority to construct or cause to be constructed, a water main to become part of
the City's water distribution system, which said water main is to be built and con-
structed according to plans and specifications prepared by or approved by City and
known as the Adams Center Road Feeder Main
(Name of Project) and,

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and speci-
fications, and there shall be filed with the City, within thirty (30) days after
completion, a Completion Affidavit.
2. Said Principal is required to agree to make such adjustments, modifications,
and repairs as required by the City within thirty (30) days after notice, and,
3. To agree to maintain said water main for a period of one (1) year following
written acceptance by the City of said water main, and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract or
to the work to be performed thereunder, or the specifications accompanying the same,
shall in any way affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms
of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the consent to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

JOHN DEHNER, INC.

(Contractor or Developer)

By

(Principal)

VICE PRESIDENT

YASTE, ZENT & RYE, INC.
Authorized Agents

BY:

UNITED STATES FIDELITY & GUARANTY

(Insurance Company)

By

Surety

Attorney-in-fact

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, came

GERALD DEHNER, VICE-PRESIDENT OF JOHN DEHNER, INC.

as principal, and LEONARD SHIRLEY

of the YASTE, ZENT & RYE, INC.


Attorney in Fact, for said UNITED STATES FIDELITY

& GUARANTY CO. as surety, with both of

whom I am personally acquainted, and acknowledged that
they subscribed their signatures to the above and fore-
going bond.

SUBSCRIBED TO, before me, a Notary Public, this 21ST

day of APRIL, 1977.


Richard E. Ensky
Notary Public

My Commission Expires:

SEPTEMBER 8, 1979

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorney **s** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~has done~~ **anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **Karl H. Doerre**
Vice-President.

(SEAL) (Signed) **J. E. Dallam**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 1970, before me personally came **Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970.....

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 1970

(SEAL) (Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

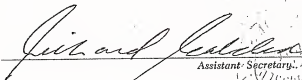
of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.


And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

4-21-77


Assistant Secretary



BIDDING TABULATION

ADAMS CENTER ROAD FEEDER MAIN

CONT. 76-XP-7

B.O.# 124-76

CONTRACTOR			ENGR. EST.		JOHN DEHNER		BERCOT, INC.		EARTH CONST.		NOBIS CONST.		T&G EXCAV.	
BIDDER'S BOND					10%		10%		10%		10%		10%	
NON - COLLUSION AFFIDAVIT					YES		YES		YES		YES		YES	
FINANCIAL STATE					YES		YES		YES		YES		YES	
E.E.O. STATE					YES		YES		YES		YES		YES	
COMPLETION TIME					30 days		NOT STATED		NOT STATED		90 days		140 days	
ITEM	QUANTITY	DESCRIPTION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION
		<u>BASE BID - BASED ON DUCTILE IRON PIPE</u>												
1.	1450±11'	16" DUCTILE IRON PIPE	25.	36,250.	15.84	22,968.	18.00	26,100.	18.20	26,390.	20.40	29,580.	22.36	32,422.
3.	2 EA.	16" x 45° ELLS (RESTRAINED)	440.	880.	332.	664.	514.	1028.	750.	1,500.	360.	720.	377.	754.
5.	2 EA.	TYPE I FIRE HYD. ASSY. ON 16" D.I.	1100.	2,200.	1176.50	2353.	1334.25	2668.50	1625.	3,250.	1135.	2,270.	1259.	2,518.
7.	1 EA.	16" BUTTERFLY VALVE W/BOX (INST. ONLY)	450.	450.	300.	300.	223.50	223.50	640.	640.	1000.	1,000.	325.	325.
8.	1400±11'	TOP SOIL AND SEEDING	1.50	2,100.	1.50	2,100.	2.55	3,570.	1.50	2,100.	1.50	2,100.	1.27	1,778.
9.	60±11'	ASPHALT DRIVEWAY REPL.	7.50	450.	4.50	270.	17.50	1,050.	21.00	1,260.	20.00	1,200.	10.33	619.80
		TOTAL BASE BID		42,330.		28,655.		34,640.		35,140.		36,870.		38,416. ⁸⁰
		<u>ALTERNATE BID - BASED ON PRESTRESSED CONC. PIPE</u>												
2.	1450±11'	16" PRESTRESSED CONCRETE PIPE	30.	43,500.	19.25	27,912.50			22.00	31,900.	23.50	34,075.		
4.	2 EA.	16" x 45° ELLS (RESTRAINED)	360.	720.	575.	1,150.			1050.	2,100.	600.	1,200.		
6.	2 EA.	TYPE I F. HYD. ASSY. ON 16" PSC.	1200.	2,400.	1325.	2,650.			1540.	3,080.	1250.	2,500.		
7.	1 EA.	16" BUTTERFLY VALVE W/BOX (INST. ONLY)	450.	450.	550.	550.			1000.	1,000.	1000.	1,000.		
8.	1400±11'	TOP SOIL AND SEEDING	1.50	2,100.	1.50	2,100.			1.50	2,100.	1.50	2,100.		
9.	60±11'	ASPHALT DRIVEWAY REPL.	7.50	450.	4.50	270.			21.00	1,260.	20.00	1,200.		
		ALTERNATE TOTAL BID		49,620		34,632. ⁵⁰	NO BID			41,440.		42,975.	NO BID	

REN TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT OF JOHN DEHNER, INC. - WATER CONTRACT NO.
76-XP-7 ADAMS CENTER RD.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-05-17

SYNOPSIS OF ORDINANCE CONTRACT OF JOHN DEHNER, INC. IN AMOUNT OF \$28,655.00 FOR WATER
CONTRACT NO. 76-XP-7, 16" WATER MAIN ON ADAMS CENTER ROAD FROM A POINT 800+ FEET NORTH
OF MOELLER ROAD NORTHWARD 1450+ FEET.

THIS WAS THE LOWEST OF FIVE BIDS RECEIVED.

(SEE TABULATION ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF 16" WATER MAIN ON ADAMS CENTER ROAD.

EFFECT OF NON-PASSAGE INABILITY TO INSTALL WATER MAIN.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$28,655.00 FROM WATER UTILITY.

ASSIGNED TO COMMITTEE *City Utilities*